ACADEMIC TRANSFER AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND
KARACHI AMERICAN COLLEGE

THIS ACADEMIC TRANSFER AGREEMENT (ATA) is made and entered into on this ___ date of ____ (the “Effective Date”) by and between The University of South Florida Board of Trustees, a public body corporate of the State of Florida (“USF”) in Tampa, Florida, USA, and Karachi American College (“KAC”) in Karachi, Pakistan. The parties hereby agree to the following:

WHEREAS, KAC awards academic credit for courses taught at KAC; and
WHEREAS, this ATA only applies to courses taught at KAC; and
WHEREAS, USF and KAC wish and intend by this ATA to provide international student mobility from KAC to USF via mutual promotion, guaranteed articulation of courses and guaranteed admission based on meeting specified admission standards; and WHEREAS, the purpose of this ATA is to establish the specific details that define the collaboration, as well as the responsibilities duties, obligations, and capacities of each party.

NOW, THEREFORE, the parties hereby agree to the terms and conditions set forth below:

I. MUTUAL PROVISIONS

Principles of Good Practice: USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges. KAC will deliver the lower-level coursework, while USF will control the content and administration of the upper-level courses and Bachelor’s degrees in conformity with principles of accreditation established by the Commission on Colleges of the Southern Association of Colleges and Schools. Those “Principles” are available at: http://www.sacscoc.org/principles.asp.

II. GENERAL TERMS AND CONDITIONS OF ATA

1. Admission and Articulation
   a. USF hereby agrees that international students from KAC will be admitted to USF if they meet the admissions criteria set forth in Exhibit A.1. Note that such admission criteria is subject to change at USF’s sole discretion, and up-to-date criteria can be found at http://www.usf.edu/admissions/international/transfer/requirements-deadlines/application-requirements.aspx. Admission requirements in this ATA define admission to USF with some programs having higher entry requirements or requiring specific prerequisite courses before admission to the degree program.
   b. USF hereby agrees to award credit for courses taken at KAC per the course mapping (i.e., articulation) set forth in Exhibit A.2. Note that such course mapping (i.e., articulation) criteria is subject to change at USF’s sole discretion.
   c. USF will provide international students at KAC who express an intention to enroll at USF a conditional letter of acceptance similar to the template letter in Exhibit A.3

2. Other
   a. KAC will use Exhibit A for marketing purposes to promote international student transfer to USF.
   b. KAC will assist international students in applying to USF by following standard online application process as a transfer student to USF and in meeting all deadlines.
   c. KAC will provide official transcripts to ensure transferability of credits.
III. GENERAL PROVISIONS

1. Terms Of ATA

a. This ATA shall remain in force for five (_5_) years from the Effective Date. Any amendments of and/or modification to the ATA shall require written approval from both parties. After the five year period, this ATA may be renewed by mutual written consent.

b. Either party may terminate this ATA by serving a written notice to the other party. Such termination will take effect three (3) months from the date of the written notice. Any termination will be prospective only and will not apply to students enrolled at USF as of the date of the termination notice or to USF applicants who relied on published materials offering the program. The foregoing notwithstanding, either party can terminate this ATA effective immediately and upon written notice to the other if, in its sole discretion, it concludes that the other institution is incapable of fully performing the services described herein; if the health, safety or welfare of students are endangered for any reason; if the program no longer supports the educational mission of either party or if the other party has acted in violation of applicable law. The parties acknowledge that the program involves degree-seeking students taking part in a degree program. Therefore, in the event of time or either party terminating this ATA, both parties agree that they will cease accepting new students into the program upon termination, but shall use best efforts to provide a “teach out” for current students. The parties agree they will continue to fulfill each of their respective obligations as set forth in this ATA for all students that have enrolled and/or been admitted to the program prior to termination, from the time of termination through each student’s successful completion of their degree, certificate or course, or each student’s departure from the program. To clarify this provision: it is the intent of the parties that after any termination of this ATA, the participation of all existing students will continue until they graduate or depart from the program.

c. The parties have set forth the terms, conditions and responsibilities in the ATA in the good faith belief that they are fully in compliance with all legal and accreditation requirements generally applicable to both parties; provided, however, in the event that either party determines in its sole discretion that the performance of any obligation herein is in violation of such legal or accreditation requirement, the parties agree that such obligation shall be promptly modified to the extent necessary to secure continued compliance with such legal and accreditation requirements. In the event either party determines in its sole discretion that such obligations cannot be modified in a manner to secure continued compliance, either party can terminate this ATA effective immediately upon written notice and the parties shall comply with the obligations for a “teach out” as set forth herein.

d. USF is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS) to award associate, baccalaureate, master’s, education specialist and doctoral degrees. KAC is not accredited by SACS Commission on Colleges and the accreditation of USF does not extend to or include KAC or its students. Further, although the USF agrees to accept course work from KAC (for courses taught at KAC) to be applied toward an award from USF, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from USF. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

e. SACS Applicable Policy Statement. Member institutions are responsible for notifying and providing SACSCOC with signed final copies of agreements governing their collaborative academic agreements. These arrangements must address the requirements set forth in the collaborative academic arrangements policy and procedures. For all such arrangements, SACSCOC-accredited institutions assume responsibility for (1) the integrity of the
f. USF shall not use KAC Trademarks, trade names, service marks, service names, brand names, domain names, URL’s or Logo’s or any other licensed KAC mark or intellectual property in any manner without the prior written consent from KAC of such use. KAC shall not use USF trademarks, trade names, service marks, brand names, domain names, URL’s or Logo’s or any other licensed USF mark or intellectual property in any manner without the prior written consent of USF of such use.

g. The parties agree to comply with all applicable federal and state laws and regulations regarding the protection of data security, including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and to work together to facilitate the party’s obligations under those laws and regulations.

h. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly signed or made as of the date delivered if delivered personally or by overnight courier, when confirmed by telephone if delivered by facsimile, or seven (7) business days after being mailed by express mail international (return receipt requested), to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

Dr. Peter Pelosi, President
Karachi American College
Amir Khusro Road, K.D.A. Scheme No. 1, Karachi, Pakistan – 75350
+92-21-3453-9096, PelosiPeter@kas.edu.pk; peterpelosi@kacollege.org

Glen Besterfield, Ph.D., Assistant Vice President
International Admissions and Global Partnerships, USF World
University of South Florida
4202 E. Fowler Avenue, CGS101, Tampa, Florida, 33620
+1-813-974-2154, besterfl@usf.edu

Hilary Black, Senior Associate General Counsel,
Office of the General Counsel
4202 E. Fowler Avenue, CGS 301, Tampa, Florida 33620
+1-813-974-0749, hblack@USF.edu

2. Application of Florida Law: This ATA, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of Florida. Each of the parties to this ATA irrevocably submits to the exclusive jurisdiction of the state courts sitting in Hillsborough County, Florida for the purpose of any action arising out of or relating to this ATA. Each of the parties to this ATA agrees that a final judgment in such jurisdiction in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. Each of the parties hereto waives any right to trial by jury with respect to any action related to or arising out of this ATA or any transaction contemplated hereby.

3. Severability: If any term or other provision of this ATA is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this ATA nevertheless shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced,
the parties shall negotiate in good faith to modify this **ATA** so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

4. **Successors and Assigns:** Each and all of the covenants, terms, provisions, and **ATAs** contained in this **ATA** shall be binding upon and inure to the benefit of the Parties hereto and, to the extent permitted by this **ATA**, their respective successors and assigns. No party may assign this **ATA** (by operation of law or otherwise) to any Person without the prior written consent of the other party.

5. **Counterparts:** This **ATA** may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and a facsimile or portable document format (PDF) document shall be deemed to be an original signature for all purposes under this **ATA**.

6. **Entire ATA:** This **ATA** represents the entire understanding of the parties with reference to the matters set forth herein. This **ATA** supersedes all prior negotiations, discussions, correspondence, communications and prior **ATAs** among the parties relating to the subject matter herein.

7. **Initiation of Program:** Promotion of agreement should begin at inception with expectation of the first matriculation of students to begin as early as Fall 2018.

**SIGNATURE PAGE FOLLOWS**
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate

By: 
Name: Roger Brindley
Title: VP USF System
Date: January 29, 2018

By: 
Name: Glen Besterfield
Title: Dean of Admissions
Date: Jan 22 2018

Final approval for the University Of South Florida Board Of Trustees, a public body corporate

By: 
Name: Ralph Wilcox
Title: Provost and Executive Vice President
Date: 2/6/18

KARACHI AMERICAN COLLEGE:

By: 
Name: Dr. Peter Pelosi
Title: President, Karachi American College
Date: 

By: 
Name: Robert McCarl
Title: Dean of Students
Date: 

Approved as to Form and Legal Sufficiency
Attorney, USF
EXHIBIT A

1. Admission Criteria.

Depending on the number of post-secondary credits an international student has earned at Karachi American College (KAC), the following admission criteria to USF applies. Note that below defines admission to USF with some programs having higher entry requirements or requiring specific prerequisite courses before admission to the degree program.

a. Lower-Level Transfer (Students with 12-29 transferrable credit hours)
   - Students will only be considered in this category on a case-by-case assessment of:
     o Secondary school diploma and GPA
     o Post-Secondary courses and GPA
     o SAT or ACT scores,
     o TOEFL, IELTS, or PTEA
     o Personal Statement reflecting reason for transfer

b. Mid-Level Transfer (Students with 30 to 59 transferrable credit hours)
   - Successfully completed a minimum of 67 percent of all credit hours attempted at currently and previously enrolled institutions
   - Official Transcript from all postsecondary Institutions (KAC) attended
   - A 2.5/4.0 transfer or postsecondary transferrable GPA is required with the following exceptions:
     o Nursing 3.5/4.0
   - English Proficiency as exhibited by C grade or better in equivalent course to ENC1101
   - Math Proficiency as exhibited by C grade or better in university-level math course
   - No SAT or ACT score is required
   - No high-school credential is required
   - Transfer of courses to USF from KAC is based on course mapping (articulation tables) in following table for KAC.

c. Upper-Level Transfer (Students with 60 or more transferrable credit hours)
   - Successfully completed a minimum of 67 percent of all credit hours attempted at currently and previously enrolled institutions
   - Official Transcript from all postsecondary Institutions (KAC) attended
   - A 2.3/4.0 transfer or postsecondary transferrable GPA is required with the following exceptions:
     o Architecture 3.0/4.0
     o Business 2.75/4.0
     o Education 2.5/4.0
     o Mass Communications 2.75/4.0
     o Nursing 3.2/4.0
     o Social Work 2.75/4.0
     o Engineering various GPAs based on department
- English Proficiency as exhibited by TOEFL 79, IELTS 6.5, PTEA 54, or C grade or better in equivalent course to ENC1101
- Math Proficiency as exhibited by C grade or better in university-level math course
- No SAT or ACT score is required
- No high-school credential is required
- Transfer of courses to USF from KAC is based on course mapping (articulation tables) in following table for KAC.

### 2. KAC to USF Course Mapping (i.e., Articulation Table)

<table>
<thead>
<tr>
<th>Karachi American College</th>
<th></th>
<th>University of South Florida</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prefix</strong></td>
<td><strong>#</strong></td>
<td><strong>Title</strong></td>
<td><strong>Prefix</strong></td>
</tr>
<tr>
<td>MAT 1034</td>
<td>1034</td>
<td>Calculus 1</td>
<td>MAC</td>
</tr>
<tr>
<td>MAT 1054</td>
<td>1054</td>
<td>Calculus 2</td>
<td>MAC</td>
</tr>
<tr>
<td>ENG 1034</td>
<td>1034</td>
<td>English Composition 1</td>
<td>ENC</td>
</tr>
<tr>
<td>ENG 1054</td>
<td>1054</td>
<td>English Composition 2</td>
<td>LIT</td>
</tr>
<tr>
<td>PSY 1024</td>
<td>1024</td>
<td>Psychology</td>
<td>PSY</td>
</tr>
<tr>
<td>MAT 1074</td>
<td>1074</td>
<td>Statistics 1</td>
<td>QMB</td>
</tr>
<tr>
<td>MAT 1094</td>
<td>1094</td>
<td>Statistics 2</td>
<td>QMB</td>
</tr>
<tr>
<td>ECO 1034</td>
<td>1034</td>
<td>Microeconomics</td>
<td>ECO</td>
</tr>
<tr>
<td>ECO 1054</td>
<td>1054</td>
<td>Macroeconomics</td>
<td>ECO</td>
</tr>
<tr>
<td>ART 1024</td>
<td>1024</td>
<td>Art History</td>
<td>ARH</td>
</tr>
<tr>
<td>ENG 2074</td>
<td>2074</td>
<td>Speech and Comms</td>
<td>SPC</td>
</tr>
<tr>
<td>COM 2034</td>
<td>2034</td>
<td>Comp Apps for Bus</td>
<td>CGS</td>
</tr>
<tr>
<td>BUS 2034</td>
<td>2034</td>
<td>Intro to Bus Man &amp; Lead</td>
<td>MAN</td>
</tr>
<tr>
<td>BUS 2054</td>
<td>2054</td>
<td>Business Ethics</td>
<td>PHI</td>
</tr>
<tr>
<td>ACC 2034</td>
<td>2034</td>
<td>Principles of Accounting 1</td>
<td>ACG</td>
</tr>
<tr>
<td>ACC 2054</td>
<td>2054</td>
<td>Principles of Accounting 2</td>
<td>ACG</td>
</tr>
<tr>
<td>ACC 2034 and 2054</td>
<td>2034 and 2054</td>
<td>Principles of Accounting 1 &amp; 2</td>
<td>ACG</td>
</tr>
<tr>
<td>BUS 2074</td>
<td>2074</td>
<td>Marketing</td>
<td>MAR</td>
</tr>
<tr>
<td>MAT 2114</td>
<td>2114</td>
<td>Data Analysis</td>
<td>STA</td>
</tr>
<tr>
<td>ENG 2094</td>
<td>2094</td>
<td>Creative Writing</td>
<td>CRW</td>
</tr>
</tbody>
</table>
3. Sample Conditional Letter of Acceptance

<Date>

Karachi American College
Conditional Admit Letter

Dear <Firstname> <Lastname>,

Congratulations on your admission into the Karachi American College! We're pleased to hear about your interest in transferring to USF upon completion.

To be admitted as a transfer student under our Karachi American College agreement, you must:

1. Be enrolled at Karachi American College.
2. Earn at least a 2.5 cumulative grade point average across all college-level credits. The University reserves the right to reconsider any application with final letter grades below C. Some programs have higher entry requirements or require specific prerequisite courses before you can be admitted to the degree program. The most up to date information on these requirements can be found on our website here: [http://www.usf.edu/admissions/international/transfer/requirements-deadlines/admission-requirements.aspx](http://www.usf.edu/admissions/international/transfer/requirements-deadlines/admission-requirements.aspx)
3. Submit a formal transfer application including online application and fee, all official transcripts from previous institutions, and a copy of this Conditional Admissions letter.
4. Demonstrate English proficiency by:
   - Successfully completing a college-level English writing course, earning a C or better,
   - Submitting official TOEFL score of 79 or above on the Internet-based test, or
   - Submitting an official IELTS band score of 6.5 or above.

Once the Office of International Admissions at USF has received and reviewed your application, you will receive a formal admissions letter welcoming you as a transfer student.

If you have questions, please contact our office at the phone or email noted below.

<Firstname>, congratulations again on your conditional admission to USF! You have much to contribute to USF’s campus community, and we pledge to challenge and support you as you pursue your academic and personal goals here at the University of South Florida.

Best,

Sean Gilmore
Director, Office of International Admissions
University of South Florida